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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

**OIL AND GAS LEASE**

**(Paid-Up)**

This Agreement (<sup>Stake</sup> ~~Lease~~) made this 14<sup>th</sup> day of April, 2008, between Wilson Creek ~~Stake~~ Place, Ltd. (herein "Lessor," whether one or more) whose address is 2600 Eldorado Parkway, Suite 210, McKinney, Texas, 75070, and **DDJET Limited LLP**, as Lessee, whose address is 222 Benmar, Houston, Texas 77060.

1. Lessor, in consideration of One and no/100 Dollar (\$1.00) and other good and valuable consideration in hand paid, the royalties herein provided, and the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, conducting seismic operations, exploring, drilling for and producing oil and gas (including any other liquid and gaseous hydrocarbons), and engaging in any activity reasonably necessary to produce, save, take care of, treat, transport, and own oil and gas, the land in Tarrant County, Texas, described below, or in Exhibit "A" attached hereto, herein referred to as "Lease Premises," or "Land," to wit:

**See attached Exhibit "A" for Land Description**

This Lease also covers and includes all Land owned or claimed by Lessor adjacent or contiguous to the Land particularly described above, although not included within the boundaries of the Land particularly described. For all purposes of calculating any payments hereunder, the above-described Land (the "Lease Premises") shall be treated as comprising 13.278 acres, whether actually containing more or less. From time to time, Lessee may determine that all, or some part, of the Lease Premises should be more specifically described, and in such event, Lessor agrees to execute any substitute Lease, or correction instrument, necessary to properly describe and identify the Lease Premises.

**2. Lease Term.**

**(a) Primary Term.**

Without reference to the commencement, prosecution, or cessation at any time of drilling or other development operations, and/or to the discovery, development or cessation at any time of production of oil or gas, and without further payments, other than the royalties herein provided, and notwithstanding anything else herein contained to the contrary, this Lease shall be for a term of Thirty-Six (36) months (the "Primary Term") from the date hereof, and so long thereafter as oil or gas, individually or collectively, is produced in paying quantities from the Lease Premises, or lands pooled therewith, or as long as this Lease is continued in effect, as otherwise provided herein.

**(b) Shut-In Well.**

If, at the end of the Primary Term, or at any time or times thereafter, there is located on the Lease Premises, or on land pooled therewith, a well capable of producing gas in paying quantities, but the gas is not being sold due to lack of market or Force Majeure, and this Lease is not being otherwise maintained in force, Lessee shall pay or tender by check or draft of Lessee to Lessor's depository set forth below or mailed via U.S. Mail in a stamped envelope to the Lessor at the last address known to Lessee, as royalty, at annual intervals, a sum of \$35.00 Dollars per net acre to the parties who at the time of such payment would be entitled to receive royalties hereunder and if such payment is made or tendered, it will be considered that gas is being produced from the Lease Premises in paying quantities within the meaning of Paragraph 2(a) of this Lease during any period for which such payment is made. In the event Lessee elects to maintain this Lease in force and effect by the payment of shut-in gas royalty as herein provided, the first of such payments shall be made no later than Ninety (90) days after the date the well is shut-in or the Lease is not otherwise maintained, whichever is later, and subsequent payments will be due annually thereafter (if this Lease is not being otherwise maintained in force) on the anniversary date of the period for which the prior payment was made. Upon proper and timely payment or tender of royalty under this paragraph, it will be considered that gas is being produced under Paragraph 2(a) of this Lease.

Lessor hereby designates Tee Bea Capriotti, 2600 Eldorado Pkwy, Ste. 210,  
in McKinney TX 75070, as the agent and  
depository for all shut-in royalties payable to the depository under the Lease, which agent  
and depository and its successors shall be Lessor's agent and shall continue as depository  
for all such sums which Lessee may pay hereunder regardless of changes in ownership of  
royalties. If such agent and depository (or any successor) should fail, liquidate or be  
succeeded by another agent and depository or for any reason fail or refuse to accept  
payment, Lessee shall not be held in default for failure to make such payment or tender  
until Thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument  
naming another bank as agent to receive such payments or tenders. The Lease may not  
be maintained in force by the payment of shut-in royalty for more than Two (2) years, or  
separate periods aggregating Two (2) years, after the end of the Primary Term, except as  
follows.

If, after such 2-year period has expired and Lessee is thereafter required to shut-in all well(s) due to an inability to (i) obtain a reasonable market for the gas or (ii) where Lessee does have a gas contract but Lessee's purchaser of gas refuses or is unable to purchase and take such gas due to no fault of Lessee, then Lessee may pay or tender to the Lessor's depository above, to Lessor, or mail to Lessor at the latest address provided in writing to Lessee by Lessor, as royalty, at annual intervals, a sum equal to Ten and no/100 Dollars (\$10.00) per net acre for each acre then subject to this Lease and it will be considered that gas is being produced from this Lease in paying quantities within the meaning of Paragraph 2(a) hereof during any period for which payment is made. Such payments shall be made no later than Ninety (90) days after the date the wells are shut-in or the Lease is not otherwise maintained, whichever is later, and subsequent payments, if Lessee is still unable to market such gas for the above reasons, will be due annually thereafter (if this Lease is not being otherwise maintained in force) on the anniversary date of the period for which the prior payment was made.

**(c) Continuous Operations.**

If at the end of the Primary Term oil or gas is not being produced on the Lease Premises, or land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or if prior to the discovery and production of oil or gas on the Lease Premises, or land pooled therewith, Lessee should drill a dry hole or holes thereon, or if after the discovery and production of oil or gas on the Lease Premises, or land pooled therewith, the production thereof should cease for any cause, and this Lease is not being otherwise maintained in force, this Lease shall nonetheless remain in force so long as operations, whether on the same well or on different wells successively are prosecuted with due diligence with no cessation of operations of more than Sixty (60) consecutive days, and if they result in production of oil or gas, so long thereafter as oil or gas is produced in paying quantities from the Lease Premises, or land pooled therewith, subject to the other provisions of this Lease.

**(d) Continuous Development.**

After the end of the Primary Term, Lessee shall continuously develop the Lease Premises, with no more than One Hundred Eighty (180) days (commencing on the day next following the expiration of the Primary Term) elapsing between the completion or abandonment of one well and the commencement of operations on the next well; provided however, if this Lease is then being maintained in force solely by the payment of shut-in royalty under Paragraph 2(b) above, Lessee shall not be obligated to conduct continuous development operations until such time as the shut-in gas well is put into production, at which time the 180-day period shall commence. In the continuous development program, Lessor shall be entitled to accumulate and later use time saved between wells (that is, where the elapsed time between wells is less than One Hundred Eighty [180] days); however, it shall be Lessee's duty to inform Lessor of the amount of time saved and to advise Lessor prior to using the accumulated time that Lessee plans to use the same. Failure to continuously develop in accordance with this Paragraph 2(d) shall result in the termination of this Lease, save and except as to any acreage in the Lease Premises in as nearly the form of a square as possible around each productive well or wells (except for horizontal wells for which the acreage retained may be in a form other than a square); and if the surface location for a horizontal well is not located on the Lease Premises or land pooled therewith, then "well" for purposes of the retained acreage shall mean the portion of the wellbore between the penetration point and terminus point as defined in Statewide Rule 86 of the Railroad Commission of Texas) previously completed by Lessee on the Lease Premises (whether or not such well is currently producing). The retained acreage ("Retained Tract") around each well may not exceed

Forty (40) acres; provided, however, if units larger than the foregoing are permitted or prescribed by the rules or regulations of the Railroad Commission of Texas, or other lawful authority having jurisdiction of such matters, for the drilling or operation of a well at a regular location or for obtaining maximum allowable from any well to be drilled or already drilled, then any such Retained Tract may be established or enlarged to conform to the size allowed by such rules or regulations. This Lease shall be preserved in effect as to the Retained Tract only to a depth of One Hundred feet (100') below the stratigraphic equivalent of the base of the deepest formation drilled on each such Retained Tract. Lessee agrees to execute and deliver to Lessor a release in recordable form evidencing the termination of the Lease as to the acreage and depth not retained under this Lease as above determined. After the end of the Continuous Development Program, Lessee must file in the county records, a document, and furnish to Lessor a copy thereof, designating each Retained Tract and the retained depths thereunder, and releasing all other acreage and depths. A gas well that thereafter becomes an oil well will hold only the acreage permitted for an oil well, and Lessee must file in the county records a re-designation of the tract as an oil well tract. Notwithstanding anything to the contrary stated herein, a Retained Tract for a horizontal well may include (i) the amount of acreage allowed for obtaining a permit to drill a well under the spacing and density provisions in the applicable field or statewide rules of the Railroad Commission of Texas, or other lawful authority having jurisdiction of such matters, for a vertical wellbore, plus the additional acreage listed in the tables in Rule 86, or (ii) the amount of acreage allowed for obtaining a full production allowable under the applicable field or statewide rules of the Railroad Commission of Texas, or other lawful authority having jurisdiction of such matters, for a vertical wellbore, plus the additional acreage listed in the tables in Rule 86. As used in this Lease, the term "horizontal well" means one that meets the definition of a "horizontal drainhole well" under Statewide Rule 86 of the Texas Railroad Commission, and a "vertical well" is a well that is not a horizontal well. When production in paying quantities ceases from any Retained Tract hereunder, and the Lease is not otherwise maintained under the provisions hereof as to such Retained Tract, the Lease shall terminate as to such Retained Tract and Lessee shall execute and deliver to Lessor a release in recordable form, releasing the acreage in the Retained Tract. Notwithstanding the termination of this Lease as to any acreage in the Lease Premises under this Paragraph 2(d), Lessee shall retain the right of ingress and egress over any released acreage as reasonably necessary to drill, develop, produce and operate any Retained Tract or Tracts and to process, transport and market any production therefrom. No release of acreage covered by the Lease will cause Lessee to relocate or rebuild any facilities or pipelines located on the released acreage and being used for the benefit of the Retained Tracts. Lessee shall have the right to use such released acreage without charge and shall have the right of ingress and egress thereto.

**(e) Primary Term Extension.**

Each well commenced during the Primary Term and completed as a producing well, whether during or after the Primary Term (including a producing gas well which has been properly shut-in in accordance with other provisions of this Lease) and/or which is plugged and abandoned, shall extend the Primary Term of this Lease by One Hundred Eighty (180) days. This extension shall be for each qualifying well commenced at any time during the Primary Term, so that if Two (2) wells are drilled it will extend the Primary Term for Three Hundred Sixty (360) days; and if Three (3) wells are drilled, it will extend the Primary Term for Five Hundred Forty (540) days, etc. The extension provided for in this Paragraph shall not apply to any well that is shut in prior to a completion attempt.

**3. Production Royalty.**

Lessee shall pay Lessor a royalty of One-Fifth (1/5<sup>th</sup>) (the "Specified Interest") as follows:

- (a) On oil and other hydrocarbons (including condensate) which are produced at the well in liquid form by ordinary production methods, the Specified Interest of that produced and saved from, or attributable to, the Lease Premises, to be delivered free of cost at the well or to the credit of Lessor into the pipeline to which the wells may be connected. All oil and liquid hydrocarbons shall be measured in tanks situated on the Lease Premises, or land pooled therewith, and no liquid meters shall be used for measurement without Lessor's consent. Unless Lessor is taking its oil in kind, Lessee may from time to time purchase any royalty oil and liquid hydrocarbons in its possession, paying to Lessor the market price therefore prevailing for the field where produced on the date of purchase.

- (b) On gas, including casinghead gas, and other vaporous or gaseous substances produced and saved from or attributable to the Lease Premises,
- (1) In the event that gas, including casinghead gas, is used for the manufacture of gasoline or the extraction of other products therefrom in an absorption or extraction plant owned operated in whole or in part by Lessee or any affiliated company of Lessee (it being understood that nothing contained herein shall require Lessee to process such gas), then in lieu of the royalties in Paragraphs 3 (b)(2) and (3) below, the Specified Interest of the proceeds received by Lessee for the gasoline and/or other petroleum products manufactured or extracted therefrom which are saved and marketed, after deducting a fair and reasonable cost for transporting, extracting, manufacturing the gasoline and other products, and the Specified Interest of the proceeds received by Lessee from an arm's-length sale of the residue gas sold or used by Lessee in operations not connected with the Lease Premises or lands pooled therewith. Prior to the use of gas for such manufacture or extraction operation, Lessee shall install and thereafter use drip, separator or similar equipment (three-phase separator) on the flowline of each well capable of producing liquid hydrocarbons in paying quantities, and no deduction for extraction costs shall be made for liquid hydrocarbons recovered through the use of this equipment.
  - (2) In the event Lessee sells gas for use in the manufacture of gasoline or extraction of other petroleum products, the Specified Interest of the net proceeds received by Lessee from the sale of such gas computed at the well.
  - (3) In all other cases when gas is sold on or off the Lease Premises, the Specified Interest of the net proceeds received by Lessee from an arm's-length sale of the gas computed at the well.
  - (4) Except as expressly provided above in Paragraph 3(b)(1), Lessor's royalty may not be charged directly, or indirectly, with any of the expenses of production, gathering, dehydration, compression, processing, or treating the gas produced from the Land that are incurred prior to the inlet of a gas pipeline evacuating gas from the Lease Premises. After delivery at said inlet, Lessor's royalty shall bear its proportionate share of all costs and expenses, including transportation, to the point of sale.
- (c) Lessor shall be responsible for and shall bear Lessor's share of all ad valorem and severance taxes.
- (d) Lessee shall have free use of oil and gas from the Lease Premises for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used.
- (e) If Lessee obtains production of oil or gas from the Lease Premises, or land pooled therewith, Lessee agrees to disburse Lessor's royalty to Lessor not later than the last day of the month following the month that payment is received by Lessee from the sale thereof; provided however, Lessee may accumulate funds payable to Lessor for up to Twelve (12) months if the total amount is Twenty-Five and no/100 Dollars (\$25.00) or less. Lessee at its option may discharge any tax, mortgage or other lien upon the Lease Premises, and in the event Lessee does so, Lessee shall be subrogated to the lien with the right to satisfy same out of royalties accruing hereunder.

#### 4. Pooling Rights.

Lessee may at any time and from time to time, as to any one or more stratum or strata, pool and unitize the Lease Premises or any portion thereof with other land(s) or lease(s) in the immediate vicinity of the Lease Premises in order to form, or from time to time re-form, either before or after operations are commenced, an oil or gas well or wells is completed, or production is obtained, a unit or units not to exceed Forty (40) acres for oil and One Hundred Sixty (160) acres for gas; provided, however, if units larger than the foregoing are permitted or prescribed by the rules or regulations of the Railroad Commission of Texas, or other lawful authority having jurisdiction of such matters, for the drilling or operation of a well at a regular location or for obtaining maximum allowable from any well to be drilled or already drilled, then any such unit may be established or enlarged to conform to the size allowed by such rules or regulations. Notwithstanding anything to the contrary stated herein, a unit for a horizontal well may include (i) the amount of acreage allowed for obtaining a permit to drill a well under the spacing and density provisions in the applicable field or statewide rules for a vertical wellbore, plus the additional acreage listed in the tables in Rule 86, or (ii) the amount of acreage allowed for

obtaining a full production allowable under the applicable field or statewide rules for a vertical wellbore, plus the additional acreage listed in the tables in Rule 86. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the Lease is pooled or combined as to any other strata or stratum. No pooling or unitization shall be effective unless Lessee executes and places of record in the county in which the Lease Premises is located a written instrument or instruments designating the unit or units it has elected to form. Lessee shall promptly send to Lessor a true and correct copy of each recorded instrument. Each unit shall be effective as to all parties hereto, their heirs, successors and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty or other rights in land included in such unit. Production or operations on any part of the pooled unit or units shall be treated for all purposes, except the payment of royalty, as production or operations on the Lease Premises, whether or not the well or wells are located on the Lease Premises. The entire acreage constituting such unit or units shall be treated, except for the payment of royalties on production from the pooled unit, as if it were included in this Lease. For the purpose of computing royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas from each pooled unit, there shall be allocated to the Land covered by this Lease and included in said unit (or to each separate tract within the unit if this Lease covers separate tracts within the unit) a pro rata portion of the oil or gas produced from the unit after deducting that used for operations on the unit. Such allocation shall be on an acreage basis – that is, there shall be allocated to the acreage covered by this Lease and included in the pooled unit (or to each separate tract within the unit if this Lease covers separate tracts within the unit) that pro rata portion of the oil or gas produced from the unit which the number of surface acres covered by this Lease (or in each separate tract) and included in the unit bears to the total number of surface acres included in the unit. As used in this paragraph, "separate tract" means any tract with royalty ownership differing, now or hereafter, whether as to parties or amounts, from that as to any other part of the Lease Premises.

**5. Surface Use Restriction.**

Notwithstanding anything to the contrary contained herein, Lessee agrees that it shall have no right to use the surface of the Lease Premises to exercise any of the rights granted hereunder without first obtaining Lessor's written consent, except as provided in the Addendum hereto. This provision shall in no way restrict Lessee's exploration of or production from the Lease Premises by means of wells drilled on other lands but entering or bottomed on the Lease Premises. Any wells directionally or horizontally drilled or operated under the Lease Premises with bottom hole locations (for vertical wells) or with horizontal drainhole locations (for horizontal wells) on the Lease Premises shall be regarded as if the wells were drilled on the Lease Premises. Lessee agrees that any drilling under the Lease Premises shall commence at and continue at depths below Five Hundred feet (500') from the surface of the earth. In addition to Lessee's other rights under this Lease, Lessor hereby grants to Lessee a subsurface easement to drill and operate directional and/or horizontal wells under and through the Lease Premises to reach lands not covered by this Lease and which wells have bottom hole locations (if a vertical well) or horizontal drainhole locations (if a horizontal well) on lands not covered by this Lease or land pooled therewith. Lessee agrees that this subsurface easement shall commence at and continue at all depths below Five Hundred feet (500') from the surface of the earth.

**6. Force Majeure.**

If Lessee, after effort made in good faith, is prevented by Force Majeure from complying with any express or implied covenant of this Lease, from conducting drilling, reworking, or other operations, or from producing oil or gas, then while so prevented Lessee's obligation to comply with the covenant, to conduct drilling, reworking, or other operations, or to produce oil or gas shall be suspended; Lessee shall not be liable in damages for failure to comply therewith, and this Lease shall be extended while and so long as Lessee is so prevented. "Force Majeure" means any act of God, rebellion, riot, any federal or state law, or any rule or regulation of governmental authority, or other similar cause. Nothing contained in this Lease, however, shall be construed to suspend the payment of royalty, and further provided that this Lease shall in no event be extended under the terms of this paragraph for a period longer than Two (2) years.

**7. Assignment.**

The rights of either party hereto may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto. No change or division in ownership of the Lease Premises, or royalties however accomplished shall operate to enlarge the obligations or diminish the rights of Lessee. No change in ownership shall be binding on Lessee or impair the effectiveness of any payments made hereunder until Lessee has been furnished Thirty (30) days before payment is due, a copy of the recorded instrument or instruments evidencing the transfer, inheritance, sale or other change in ownership.



All assignments must require the assignee to assume its proportionate share of Lessee's obligations under this Lease.

**8. Audit.**

Lessor shall have the right during normal business hours, but no more than once a year, and upon reasonable notice, to inspect the records of DDJET Limited LLP, whose address is 222 Benmar, Houston, Texas 77060, in its capacity as Lessee of the Lease, or such other company acting as operator of the Lease, relating to the production and sale of oil and gas, and the payment of royalties attributable to oil and gas produced and sold from or attributable to the Lease.

**9. Proportionate Reduction.**

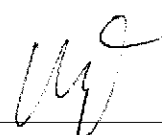
It is expressly agreed that if Lessor owns an interest in the oil and gas in, on, and under the Lease Premises less than the entire fee simple estate, whether or not this Lease purports to cover the whole or a fractional interest, the royalties, bonus, overriding royalties and shut-royalties to be paid to Lessor shall be reduced in the proportion that Lessor's interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. To the extent any bonus, royalty or other payment attributable to the mineral interest covered by this Lease is paid or payable to someone other than Lessor, such bonus, royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder. If title investigation for Lessee results in a reduction or increase of bonus consideration payable to Lessor, the resulting bonus payment shall be deemed for all purposes to be paid to Lessor on the date of Lessee's check (in substitution for any pre-delivered draft) which is delivered to Lessor or mailed to Lessor, before its due date, at the last known address given to Lessee by Lessor.

**10. Memorandum of Lease.**

Both parties agree that a Memorandum of Lease will be filed of record in the county in which the Lease Premises is located, designating the Primary Term and legal description. Duplicate copies of this Lease are in the possession of Lessor and Lessee where the same may be examined by any person having a lawful right or legitimate interest therein.

**11. Miscellaneous Provisions.**

See Attached Addendum to Oil and Gas Lease.

A handwritten signature in dark ink, appearing to be 'MG' or similar, written over a horizontal line.

For convenience, this instrument may be executed in multiple counterparts and Lessor and Lessee agree that for recording purposes their respective signature page and acknowledgments may be removed from their respective counterpart and attached to a single Paid-Up Oil and Gas Lease and for all purposes and obligations hereunder this shall be considered as one Paid-Up Oil and Gas Lease.

EXECUTED the date above written.

Wilson Creek Stake Place, Ltd.

By: MD McKinney, LLC, General Partner  
(Individually and in all Capacities for the above described Land)

~~MD~~ By: Mark David

Name: Mark David

Title: Member

ID # \_\_\_\_\_

DDJET Limited LLP

By: Rob Shultz

Name: Rob Shultz

Title: Agent and Attorney-in-Fact  
for Metroplex Barnett Shale LLC,  
General Partner

Corporate Acknowledgment

STATE OF TEXAS §  
COUNTY OF Collin §

The foregoing instrument was acknowledged before me, on this 14<sup>th</sup> day of April, 2008, by Mark David, Member of MD McKinney, L.C., a Texas corporation, on behalf of said corporation.  
(Name of officer) (Title of officer)  
(Name of corporation) (state of incorporation)

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day and year last above written.

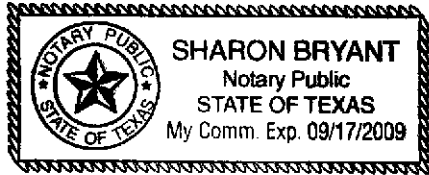
Notary Public in and for the State of Texas.

Signature of Notary: Sharon Bryant

SHARON BRYANT  
(Print Name of Notary Here)

My Commission Expires: 9-17-2009

SEAL:



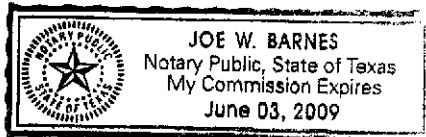
THE STATE OF TEXAS §  
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on this 10<sup>th</sup> day of April, 2008, by ROB SHULTZ, as Agent and Attorney-in-Fact for Metroplex Barnett Shale LLC, General Partner of DDJET Limited LLP, a Texas limited liability limited partnership, on behalf of said limited liability limited partnership.

My Commission Expires:  
State of 6-3-2009

Notary Public,

Joe Barnes







AMENDMENT TO OIL GAS AND MINERAL LEASE  
dated 17 Aug., 2008 between  
WILSON CREEK STAKE PLACE, LTD. as Lessor and DDJET Limited LLP as Lessee

1. Paragraph 2(a) of the Lease shall be amended to read as follows:

Without reference to the commencement, prosecution, or cessation at any time of drilling or other development operations, and/or to the discovery, development or cessation at any time of production of oil or gas, and without further payments, other than the royalties herein provided, and notwithstanding anything else herein contained to the contrary, this Lease shall be for a term of Twenty-four (24) months (the "Primary Term") from the date hereof, and so long thereafter as oil or gas, individually or collectively, is produced in paying quantities from the Lease Premises, or lands pooled therewith, or as long as this Lease is continued in effect, as otherwise provided herein.

2. Paragraph 2(b) of the Lease shall be amended to read as follows:

If, at the end of the Primary Term, or at any time or times thereafter, there is located on the Lease Premises, or on land pooled therewith, a well capable of producing gas in paying quantities, but the gas is not being sold due to lack of market or any other reason, or the production from any well or wells shall cease production for any reason after an initial period of production, and this Lease is not being otherwise maintained in force, Lessee shall pay or tender by check or draft of Lessee to Lessor's depository set forth below, as royalty, at quarterly intervals, a sum of \$250.00 Dollars per net acre to the parties who at the time of such payment would be entitled to receive royalties hereunder and if such payment is made or tendered, it will be considered that gas is being produced from the Lease Premises in paying quantities within the meaning of Paragraph 2(a) of this Lease during any period for which such payment is made. In the event Lessee elects to maintain this Lease in force and effect by the payment of the shut-in gas royalty as herein provided, the first of such payments shall be made no later than Ninety (90) days after the date the well is shut-in or the Lease is not otherwise maintained, whichever is later, and subsequent payments will be due quarterly thereafter (if this Lease is not being otherwise maintained in force). Upon proper and timely payment or tender of royalty under this paragraph, it will be considered that gas is being produced under Paragraph 2(a) of this Lease. The Lease may not be maintained in force by the payment of shut-in royalty for more than Two (2) years, or separate periods aggregating Two (2) years, after the end of the Primary Term. If, after such two year period has expired and Lessee is thereafter required to shut in all well(s) due to an inability to (1) obtain a reasonable market for the gas or (2) Where Lessee does have a gas contract but Lessee's purchaser of gas refuses or is unable to purchase and take such gas due to no fault of Lessee, then Lessee may pay or tender to the Lessor, or to the herein designated depository bank as royalty, at annual intervals, a sum equal to \$250.00 per net acre for each acre then subject to this Lease and it will be considered that gas is being produced from this Lease in paying quantities during any period for which payment is made. Such payments shall be made no later than ninety (90) days after the date the wells are shut in or the Lease is not otherwise maintained whichever is later, and subsequent payments, if Lessee is still unable to market such gas for the above reasons, will be due annually thereafter (if this Lease is not being otherwise maintained in force) on the anniversary date of the period for which the prior payment was made.

Lessor hereby designates and appoints Teehee Caprock in McKinney, TX, Texas, as the depository for all shut-in royalties payable under the Lease, which bank and its successors shall continue as depository for all such sums which Lessee may pay hereunder regardless of changes in ownership of royalties. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment or tender until ten (10) days after Lessor shall deliver to Lessee written notice naming another bank to receive such payments or tenders. Lessor shall be deemed to have given notice if the same are deposited in the United States mail, certified, return receipt requested, postage pre-paid, addressed to the last address provided in the Lease for the Lessee or by subsequent written notice of Lessee actually received by Lessor.

WJ

3. Paragraph 3(c) of the Lease shall be amended to read as follows:

If at the end of the Primary Term oil or gas is not being produced on the Lease Premises, or land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or if after the discovery and production of oil or gas on the Lease Premises, or land pooled therewith, the production thereof should cease from any cause, and this Lease is not being otherwise maintained in force, this Lease shall nonetheless remain in force so long as operations, whether on the same well or on different wells located on the Lease Premises or lands pooled therewith, are prosecuted with due diligence with no cessation of operations of more than Sixty (60) consecutive days, and if such operations result in production of oil or gas in paying quantities, so long thereafter as oil or gas is produced in paying quantities from the Lease Premises, or land pooled therewith, subject to the other provisions of this Lease.

- 1 Paragraph 2(d) of this Lease shall be deleted in its entirety.
- 2 Paragraph 2(e) of this Lease shall be deleted in its entirety.
- 3 Paragraph 3 of this Lease shall be amended to read as follows:

As royalty, lessee covenants and agrees: (a) To deliver to the credit of the lessor, in the pipe line to which the lessee may connect its wells, twenty two and one half (22.5%) percent of all oil and other liquid hydrocarbons produced and saved from said land as of the date of severance from the producing horizon without deduction of any costs of marketing, preparation, separation, dehydration, or pipe line or other similar charges with such oil to be sold by the lessee with the oil produced for its account and at the same price received by the lessee for its oil or, at the lessee's sole option, the oil shall be delivered, free of cost of operations costs or expenses of production, gathering, dehydrating, compressing, transporting, manufacturing, processing, treating, or marketing nor any costs of construction of any plant or other facilities or equipment for processing or treating oil, gas or other hydrocarbons, to lessor at the mouth of the well or wells, into tanks or other receptacles to be furnished by the lessor; (b) to pay to lessor for gas, including casinghead gas, condensate, distillate, and other gaseous substances produced and saved from said land or used on or off the land twenty two and one half (22.5%) percent of the market value of said gas, casinghead gas, condensate, distillate, natural gasoline, kerosene, methane, ethane, propane, butane (iso or normal), pentanes and all other hydrocarbons and products so extracted or absorbed, separated or saved from said gas at the point of delivery to the first purchaser without deduction costs of marketing, preparation, separation, dehydration, or pipe line or other similar charges; and (c) to pay to lessor twenty two and one half (22.5%) of all residue gas attributable to the leased premises and sold or used, which residue is understood to be the gas at the outlet side of the plant or plants and/or liquefiable hydrocarbons therefrom. If lessee shall enter into a bona fide contract of arrangement with any person, firm, corporation or other business entity which is not owned or controlled by lessee in whole or in part, nor by any subsidiary or affiliate of lessee, and of which lessee is not a subsidiary or affiliate, for the sale or delivery of gas from the leased premises for processing in a plant or plants for the recovery of liquids and/or liquefiable hydrocarbons, lessor shall have and shall be paid by lessee or any successor or assignee of lessee or lessee's assignee twenty two and one half (22.5%) percent of such hydrocarbons, products, proceeds, monies, benefits and other things of value of every kind or character received by lessee under such contract or arrangement. The term "plant" or "plants" shall mean absorption, cycling, recycling or extraction plant or plants. Lessee agrees to use reasonable diligence to drill, produce, utilize or market the oil gas and other hydrocarbons capable of being produced from the well(s) drilled on the land. Lessor shall be responsible for and shall bear Lessor's share of all ad valorem and severance taxes. If Lessee obtains production of oil or gas from the Lease Premises, or land pooled therewith, Lessee agrees to disburse Lessor's royalty to Lessor not later than 60 days after the last day of the month following the month that payment is received by Lessee from the sale thereof; provided however, Lessee may accumulate funds payable to Lessor for up to Twelve (12) months if the total amount is \$25.00 or less.

7. The following provisions shall be added to Paragraph 4 of the Lease:

Notwithstanding anything to the contrary contained in this Paragraph 4, the Lessor covenants and agrees that: (a) one hundred (100%) percent of the Lessor's lands shall be included in any unit formed by the Lessee or any assignee or subsequent owner of this Lease using land from this lease and any adjacent parcel; (b) no deduction of any kind or type shall be made by the Lessee from the royalty payable to the Lessee from the production of oil, gas or

other hydrocarbons, including without limitation, condensate or distillate, for any expense associated with operating the lease or the unit including gas utilized for fuel for engines used in the production process.

8. The following provisions shall be added to the Lease:

Notwithstanding any other provisions of this lease to the contrary, it is expressly understood and agreed as follows:

- (a) Lessee agrees to promptly furnish to Lessor a copy of each instrument executed by Lessee describing and designating a pooled unit created by lessee under the provisions of Paragraph 4.
- (b) no employees of Lessee shall be housed on the leased premises, no equipment used in connection with the drilling and/or production of any well(s) attributable to said lands shall be stored on the leased premises, no plant for the processing of oil and/or gas or other hydrocarbons shall be placed on the leased premises by either lessee or any third party, and no rights-of-way, easements or other uses of the surface of the leased premises shall be permitted for any purpose;
- (c) omitted
- (d) Lessee shall exercise its best efforts to obtain the highest lawful incremental pricing allowed by existing or hereafter adopted regulations for the sale of oil, gas and other hydrocarbons;
- (e) Notwithstanding anything to the contrary in this lease, Lessee shall at all time protect the leased premises from drainage of oil and/or gas and other hydrocarbons from wells on adjoining or adjacent lands located within 660 feet of the leased premises .

9. Upon written request, DDJET Limited LLP, in its capacity as operator of the Lease, or such other company acting as operator of the Lease, shall provide Lessor with copies of all reports filed with the Railroad Commission of Texas relating to operations on the lease premises within thirty (30) days of such request.

10 Lessor shall allow and permit Lessee to conduct seismic operations on the Lease Premises and agrees to sign a seismic permit when requested by Lessee. If Lessee conducts a seismic survey, Lessee agrees to pay Lessor, if Lessor is the owner of the surface estate, one hundred dollars (\$100.00) per acre for having granted in advance the right for Lessee to conduct seismic operations on, over and across the surface of the Leased Premises. The amount paid for this consent does not include any payments which may be due Lessor, as the surface estate owner, for damages not known on this date.

11 For all purposes associated with this Lease and any amendment or addendum thereto which requires notice to the Lessee, the Lessee stipulates that its address is 222 Benue, Houston, TX 77062. Any changes in this address shall be provided to Lessor in writing and shall be effective when actually received by Lessor.

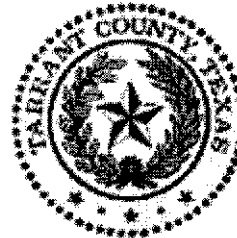
**Exhibit "A"**  
**Land Description**

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated 14<sup>th</sup> day of April, 2008, by and between, DDJET Limited LLP as Lessee and Wilson Creek Skate Place, LTD., A Texas limited partnership as Lessor.

Lessor authorizes Lessee to insert the Acreage, Survey, Abstract, City and Plat information below, if it is not already included. From time to time Lessee may determine that some part or all of the Lease Premises should be more specifically described, in which case Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessee for such re-description.

13.278 acres more or less, Tarrant County, Texas, described as the following one (1) tract of land, to wit:

Tract1: 13.278 acres(s) of land, more or less, situated in the William Mann Survey, Abstract No. 1010, and being further described in that certain Warranty Deed with Vendor's Lien, recorded 9/10/2007 as Entry Number D207319895 of the Official Records of Tarrant County, Texas.



HARDING & CO.  
13465 MIDWAY SUITE 400

DALLAS TX 75244

Submitter: PETROCASA ENERGY-INC

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 01/20/2009 11:50 AM  
Instrument #: D209014549  
LSE 14 PGS \$64.00

By: \_\_\_\_\_



**D209014549**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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